

GUARANTEE AND INDEMNITY

TO: G R & D M Wilkie Pty Ltd A.C.N. 006 714 450
of 32 Old Creswick Road, Wendouree, Victoria (hereinafter called "the Credit Provider")

WE AND
of

(hereinafter called "the Guarantors") in consideration of the Credit Provider having agreed, at the request of the Buyer named in item 1 of Schedule 1 of these Terms and Conditions (hereinafter called "the Credit Receiver"), subject to the Credit Provider having this Guarantee, to enter into these Terms and Conditions (hereinafter called "the Credit Facility") with the Credit Receiver, hereby jointly and severally covenant and agree with the Credit Provider as follows:-

1. The Guarantors hereby jointly and severally unconditionally guarantee to the Credit Provider the due and punctual payment by the Credit Receiver of all money, interest and other monies payable or recoverable from the Credit Receiver under or pursuant to or in connection with the Credit Facility and the due and punctual performance and observance of all terms, conditions and obligations contained or implied in the Credit Facility and on the part of the Credit Receiver to be performed and observed.
2. If any of the obligations hereby guaranteed are not at any time enforceable against the Credit Receiver this Guarantee shall be construed as an indemnity and the Guarantors hereby jointly and severally indemnify and undertake to keep the Credit Provider indemnified in respect of any failure by the Credit Receiver to make any payment or perform or observe any term, condition or obligation referred to in Clause 1 of this Guarantee and Indemnity.
3. The liability of the Guarantors (and of each of them) shall not be affected by the Credit Provider granting any time or other indulgence to or compounding with the Credit Receiver.
4. This Guarantee shall continue to be binding notwithstanding that the monies owing under the Credit Facility may be assigned or transferred to another person or that the Credit Provider's interest under the Credit Facility may be assigned or transferred to any such person at the time of or subsequent to the aforementioned assignment or transfer and the Guarantors (and each of them) hereby agree to waive each and all of his and their rights as guarantors whether legal, equitable, statutory or otherwise which may at any time be inconsistent with the provisions of this Guarantee and Indemnity or any way restrict the Credit Provider's rights, remedies or recourse.
5. Any demand or notice under this Guarantee may be signed on behalf of the Credit Provider by its solicitors and may be served by delivering the same to the Guarantor to whom such notice or demand is addressed by posting the same to him at his address appearing herein or as notified to the Credit Provider in writing by the said Guarantor, and, if posted, such demand or notice shall be deemed to have been served on the day following the date of posting provided however that the making of a demand shall not be a condition precedent to the liability of the Guarantors (or any of them) herein.
6. The Guarantors will pay to the Credit Provider all sums of money received by the Credit Provider for the credit of the Credit Receiver and for which the Credit Provider may, in any liquidation or official management of the Credit Receiver, be obliged to account to any liquidator or official manager or other person or may in his discretion so account.
7. This Guarantee shall bind each Guarantor and his personal representatives and shall not be in any way affected by the death or bankruptcy of any of the Guarantors or the winding up of the Credit Receiver.
8. This Guarantee shall be continuing Guarantee for the purposes of securing the payment of the whole of the monies aforesaid and the performance of the whole of the terms, conditions and obligations as aforesaid notwithstanding any partial payment or performance thereof.
9. A Certificate signed by the Credit Provider or by the Solicitors for the Credit Provider as to any sum payable to the Credit Provider pursuant to this Guarantee and Indemnity as at the date set out in such Certificate shall be in all Courts and at all times prima facie evidence of the facts stated therein.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on this day of, 20.....

SIGNED SEALED AND DELIVERED

1. **Signed By the said** (signature of guarantor).....

In the presence of: **Witness Name:**.....
(witness signature) (please print)

2. **Signed By the said** (signature of guarantor).....

In the presence of: **Witness Name:**.....
(witness signature) (please print)

3. **Signed By the said** (signature of guarantor).....

In the presence of: **Witness Name:**.....
(witness signature) (please print)

4. **Signed By the said** (signature of guarantor).....

In the presence of: **Witness Name:**.....
(witness signature) (please print)